



City of
Rockville
Get Into It

City of Rockville
Rockville, Maryland

**REQUEST FOR PROPOSAL 34-17
COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES**

Proposals Due by 2:00 P.M., Monday, June 26, 2017

ISSUED BY:

Jessica J. Blow, CPPB, MBA
Director of Procurement
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 34-17
Comprehensive Actuarial and Consulting Services**

Sealed proposals addressed to the City of Rockville, Maryland to provide Comprehensive Actuarial and Consulting Services will be received at Rockville City Hall, Procurement Division, Attention: Jessica Blow, Director of Procurement, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), on Monday, June 26, 2017**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

Download the document from the City website at <http://www.rockvillemd.gov>.

Visit the Procurement Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled for this project.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **5:00 PM (Eastern), on Friday, June 2, 2017**, to Jessica Blow, Director of Procurement, via e-mail at jblow@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

Primarily Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

NOTICE TO OFFERORS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Procurement Division.

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SECTION I

Introduction/Overview

A. Purpose/Objective

The City of Rockville, Maryland (the "City"), was incorporated in 1860. Its legal authority is derived from Article XI E of the State Constitution and Article 23A of the Annotated Code of Maryland. Rockville has an estimated FY 2017 population of 68,384 and a land area of 13.50 square miles. Rockville is one of the largest municipalities in Maryland. The City has operated under the council-manager form of government since 1948. The City is a municipal corporation where the City Council is comprised of a mayor and four at-large members. Services provided include water, sewer, refuse, streets and drainage, recreation and parks, police, planning and zoning, community development, and community services. Schools, libraries, social services, and fire protection are provided by Montgomery County, Maryland. The City's adopted budget for FY 2017 is \$126 million for all funds including a \$77 million General Fund.

The City sponsors a separate ROCKville Employees Retirement System (ROCKERS) that incorporates a single-employer defined benefit pension plan, a hybrid Thrift (defined benefit and defined contribution) plan as well as a Retiree Benefit Trust (Trust) for post-employment retiree health benefits. ROCKERS is soliciting proposals for comprehensive actuarial and consulting services. A detailed description of the required services appears in Part B of this request for proposal.

1. Background

ROCKERS is governed by a seven-member Retirement Board (Board). City staff manages the daily operations of ROCKERS. All benefited regular city employees are members of ROCKERS by virtue of their employment. Currently the system has 507 active members, 257 retired members, and 50 terminated vested members for a total of 814 members as of 7/1/2016, which are described in the 7/1/2018 actuarial valuation report. The value of the retirement fund is approximately \$93 million and the value of the Trust is approximately \$7 million as of December 31, 2016.

Though the Plan's assets are pooled for investment purposes and only one valuation need be performed, the City's benefits are different for three distinct employee groups namely, the Police, the Union, and Administrative employees. The total active, inactive, and retired employees in each group are 70 Police, 152 Union, and 592 Administrative.

Information about ROCKERS, the Plan document, including previous Plan actuarial valuation reports, previous Plan experience studies and Trust valuation reports, can be found at <http://www.rockvillemd.gov/government/commissions/retirement/index.html>. It should be noted that the Plan and Trust years run from July 1 through June 30.

Benefit Index

The Pension Plan has 73 retirees that are subject to a Proprietary Principal Financial Group (Principal) benefit index that if breached can lead to an automatic purchase of annuities for these retirees. The Benefit Index specifies the value of assets that must be held to satisfy the retirees' actuarially determined benefits. The Board policy is to maintain a minimum of \$25 Million of assets with Principal over and above the required amount (currently approximately \$12Million) to satisfy the Benefit Index. The recordkeeping for these retirees is with the Principal Financial Group.

Since January 1, 2011 the recordkeeping for all other beneficiaries is with Prudential Retirement. The City is currently in the process of looking for a different record keeper, which will be known at the time of this award.

B. Scope of Services

The following is a statement of the major tasks to be performed by the proposer. The Proposer can supplement this listing with additional steps, sub-tasks, or elements deemed necessary to permit the development of alternative approaches, or the application of proprietary analytical techniques.

1. Task A: Investigation of Experience – Pension Only

Perform an experience study of actuarial assumptions to be used in the evaluation, during the contract. This study is to be performed periodically, currently every five (5) years, or when determined by the Board in consultation with the actuary. The actuary will present the results of each study to the Board verbally and in written form along with recommendations concerning actuarial assumptions to be used in the next actuarial valuation. The actuary will review all demographic and economic assumptions relevant to the Plan, and will provide a trend analysis for each of the actuarial assumptions to be used in the evaluation.

The prior actuary performed the most recent experience study for the period of April 1, 2011-July 1, 2015. The study was presented to the Board in December 2016.

The first formal study is to be performed and presented to the Board at its November 2019 meeting. This should encompass plan years 7/1/2015-7/1/2017.

2. Task B: Actuarial Valuation Report for Pension and Trust

Perform an annual actuarial valuation of the pension system including actuarial value of accrued liabilities and actuarial value of assets, and a bi-annual actuarial valuation of the Trust including actuarial value of accrued liabilities and actuarial valuation of assets, during the contract based on the results of in-depth experience studies. If the results of the experience studies differ from the current adopted actuarial assumptions, the valuations should be performed using the most current and actuary recommended assumptions.

Recommend contribution rates necessary to meet whatever funding goals are established by the Board.

Prepare an actuarial report to include actuarial valuation of accrued liabilities and value of assets. Separate reports will be required for the pension system and for the Trust, containing a glossary of terms and sufficient explanatory text to permit a reasonable understanding by the Board and participants of the actuarial assumptions, cost methods and conclusions. This shall include, but is not limited to, a summary of the plan, description of actuarial assumptions and cost methods, display of age groups and service demographics for active members and display of retired lives by employee groups, age groups and types of benefits.

The reports will describe the reasons for recommending changes in the contribution rates from year to year, based on a comparison of actual changes in liabilities with expected changes per each of the various actuarial assumptions.

The reports will contain an executive summary sufficient to stand alone summarizing the most important aspects of the report.

The reports will comply with all the latest GASB reporting standards with information being produced timely to include in the City's financial statements, and City budget.

The Pension report must contain a specific schedule calculating the Supplemental Employee Contributions for all groups of employees, including five (5) years of projections of the calculations.

The Pension report must contain an analysis of the impact of the Benefit Index on the liabilities of the plan and the funding status of the plan, if the Benefit Index gets breached.

The reports must contain a chart that reflects historical earnings by Plan year relative to the Plan earnings assumption.

The reports must contain five (5) years' projections of Actuarial Determined Contributions (ADCS) and funding status utilizing the assumptions within the reports.

The reports must contain all schedules and information specific to Governmental Accounting Standards Board (GASB) reporting requirements so that this information can be utilized in the City's Comprehensive Annual Financial Report (CAFR).

The Pension report must contain the cost of various COLA options for retirees.

The Pension report must contain the cost estimate for the City's matching contribution for the Thrift plan.

Written valuation reports shall be delivered by the contractor no later than eight (8) weeks after ROCKERS has delivered complete data for the analysis to the Contractor, but no later than November 1 based on a July 1 plan year. The Contractor will also present the results verbally to the Board.

Both the Pension report and Trust report formats should be consistent.

3. Task C: Ongoing Services for Pension and Trust

Provide additional day-to-day services relating to Tasks A through C. This includes consultation with the Board and ROCKERS staff, appearances before the Mayor and Council, and responding to questions from the staff, Board or Mayor and Council for the duration of the contract.

Additional services, as needed:

Provide actuarial consultation and advisory services on any technical, policy, legal or administrative problems arising during the course of operations – by occasional meeting and routine phone calls and written correspondence – Generally limited to valuation report questions or actuarial studies.

Make recommendations from time to time relative to possible improvements in the financing and benefits structure of the Plans, and to new developments in the retirement industry and their implications for ROCKERS. Keep the Board and staff apprised of current trends and progress within the profession.

Give consultation on and perform certain work on the cost impact of proposed legislation and/or accounting standards.

Develop and provide various tables and factors needed by the system. These include, but are not limited to, mortality tables, present value factors, survivor benefit factors, factors for calculation of transfer credit, and factors used to calculate annual cost of living adjustments for retirees.

Appear at selected meetings, no more than 4 year, for discussion of actuarial standards and/or regulations regarding funding, benefits, vesting, fiduciary responsibility, disclosure, etc.

Keep the Board and staff advised of developments in federal legislation and/or regulations regarding funding, benefits, vesting, fiduciary responsibility, disclosure, etc.

Provide any information required to allow ROCKERS to fully comply with generally accepted accounting principles.

Provide any training that's needed to the Board in order to be able to read the valuation reports.

Any cost analysis requested by the City due to a potential design change along with various options available in plan design.

Provide the annual roll-forward update of selected schedules for the Pension and Trust in accordance with GASB requirements.

C. Information Required from the Proposers

The proposer firm should provide the following information in the proposal:

1. The supervising actuary who will be assigned to the engagement should be identified and their contact information provided. At a minimum two actuaries of the firm should have the requisite experience to service the account as follows:
 - a. Member of the American Academy of Actuaries and/or meet standards of an enrolled actuary under the provisions of the Employee's Retirement Income Security Act of 1974.
 - b. Fellow of the Society of Actuaries or Associate of the Society of Actuaries.
 - c. Experience as a supervising actuary on consulting services, experience analysis and valuation assignments for medium sized retirement systems (\$100 million in assets), including public retirement systems.
 - d. The ability to discuss actuarial theory, basis for assumptions and other actuarial matters in layperson terms.
2. Other actuaries and other personnel who will have key roles in the work should also be identified.
3. The firm should provide a description of its experience in providing actuarial and consulting services for governmental entities/plans and a list of governmental entities/plans for which it has performed services similar to those identified under "Scope of Services." Information to be

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provided should include system name, number of participants, and number of years your firm has been retained. Describe the firm's experience with retiree healthcare plans for other public entities.

4. The Proposer should state how they would go about completing the experience studies; actuarial valuations of the systems, and the ongoing services. Include a narrative description of your approach, identify the type of information ROCKERS would receive, and indicate what sort of letters, reports, or other computer printouts the Board could expect.
5. For the engagements listed above, indicate the scope of the work, date, supervising actuaries, and the name, title, address and telephone number of the principal client contact who would serve as a public employee retirement system reference for the firm.
6. The proposer should provide an affirmative statement that it is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.
7. The proposer should describe any limits on liability that the firm requests from its clients due to negligence of its firm.
8. The proposer should indicate if there are any pending legal actions against it.
9. The proposer should warrant that the firm maintains errors and omissions insurance that provides a prudent amount of coverage for negligent acts or omissions insurance that provides a prudent amount of coverage for negligent acts or omissions and that its coverage is applicable to the work requested in this proposal.
10. Describe and list the information and materials that will be needed by the actuary from the City to complete the study.
11. The response to the request for proposals should be signed by a representative of the firm with the acknowledgement that this individual is authorized to contractually bind the proposer.
12. Provide a statement that the proposer, if awarded the contract, will execute City of Rockville Agreement – sample attached.
13. Proposals may include any other information about your firm which you believe would be relevant to the City's selection of its actuarial consultant.
14. Provide an example pension actuarial report as well as an example of another Post-employment Benefits (OPEB) Trust actuarial valuation report that you have recently presented to a public employees' retirement system.
15. Please provide an example experience study that you have produced recently for a public employees' retirement system.
16. Please provide a written statement that your firm and assigned actuary are familiar with and understand the new GASB reporting standards for both pension and OPEB.

17. Please include a sample of the letters that would be used by the firm to request data from ROCKERS for the experience studies, both active and retired, as well as for the valuation reports from the Plan's record-keepers. These examples should show the data elements required and the required format for each element.

D. Projected Project Schedule

<u>TASK</u>	<u>TARGET DATE</u>
RFP Issued	May 23, 2017
Offeror's technical questions accepted via email	Friday, June 2, 2017
Addendum to RFP issued, if any	Monday, June 12, 2017
Proposals due to the City	Monday, June 26, 2017
Contractor interviews, if required	Week of July 10, 2017
Contract Award	August 2017

Please note the finalist presentations *may* be held in July, 2017. Successful proposers will be notified as to the actual date and time of their presentation before the City, and will be provided with instructions regarding the presentation agenda and location.

E. Procurement Contact

The sole point of contact at the City for purposes of this RFP, prior to the award of any contract is, Jessica Blow, Director of Procurement:

Jessica Blow, Director of Procurement
City Hall - Procurement Division
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8432
Email: jblow@rockvillemd.gov

F. Contract Administrator

The designated contract administrator following contract award will be:

Gavin Cohen
Chief Financial Officer
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8413
Email: gcohen@rockvillemd.gov

SECTION II

Request for Proposal

Proposal Submission

A. Procedures

One (1) electronic and six (6) printed copies of the sealed proposal marked "RFP #34-17, Comprehensive Actuarial and Consulting Services" must be submitted to:

Jessica Blow, Director of Procurement
Procurement Office
Rockville City Hall
111 Maryland Avenue
Rockville, Maryland 20850

To provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and must contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

Each proposal shall adhere to the order presented below and include, at a minimum:

1. Title Page - The Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP.
2. Identifications of Confidential, Proprietary Commercial Information or Trade Secrets- If applicable, information the Offeror claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Offeror's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Offeror must include an explanation for each individual claim of confidentiality.
3. Table of Contents - A table of contents for the Proposal should follow the title page or the Offeror's confidential, proprietary information or trade secrets claims.
4. Cover Letter - A transmittal letter. The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the Offeror to the services, pricing and requirements as stated in this RFP.
5. Work Plan - Submit a well-defined work plan consistent with the project objectives and scope of work, demonstrating the ability to complete the deliverables within the scheduled deadlines as outlined in Section IV of this RFP.
6. Technical Qualifications - Submit technical qualifications of the firm and staff involved in this project.
 - a. Provide a brief company background, company name and title of owners/partners. Including size, number of employees, number of credentialed actuaries, primary

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business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm. Specify whether incorporated, partnership, sole proprietor. Provide the names, titles, addresses and telephone numbers of the individuals who will manage this project.

- b. Brief resumes should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.
 - c. Provide a statement acknowledging that the consultant shall use the staff identified in this proposal for the work as described in the proposal, and that the City shall approve staff substitutions prior to any changes.
 - d. Describe the firm's policy on other charges including special requests and special reports.
 - e. Include all information as outlined in section I, item C of this RFP.
7. References - For the firm's office that will be responsible for the work, the firm should provide a list of the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposal. The list of engagements can be both in the private or public sector but must be clearly labeled as such. A minimum of 5 current references with addresses and phone numbers should be provided.
8. Fee Proposal - Submit a fee proposal which details hourly rates, an estimate of the number of hours needed to complete the project, an estimate of non-personnel costs, and an estimate of the total project cost. No additional payment will be made for travel expenses. (ATTACHMENT A).
9. Submit a completed Affidavit form (ATTACHMENT B).
10. Provide a statement that Offeror, if awarded the contract, will provide a certificate of insurance in accordance the City of Rockville Insurance requirements (ATTACHMENT C).
11. The Offeror should provide an affirmative statement that it is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.
12. Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
13. Additional Information - Provide any additional information you wish to call to the City's attention with respect to the proposer's qualifications.

Section III

Request for Proposal

Method of Award/Evaluation Criteria

A. Evaluation Process

The contract will be awarded in accordance with the competitive sealed proposals process under Rockville City Code 17.62. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions. Award will be made to the qualified Offeror obtaining the highest weighed score combining price and technical qualifications.

Accordingly, the City may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the City also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the City may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

Respondents must be significantly engaged in pension consulting and actuarial services and must have been actively involved in this field for a period of no less than five years, with extensive experience providing these services to public retirement systems.

B. Evaluation Criteria

1. Written Proposal Evaluation

The Evaluation Committee will evaluate the written proposal based on the following criteria.

	POINTS
a. Cost of Services (fee schedule)	20
b. Capability and Qualifications of Firm: This criterion includes the ability of the proposer to meet the terms and services of this RFP, including time constraints, and the quality of relevance, and recent similar engagements and references.	20
c. Professional and Key Personnel: This refers to the competence of the professional key personnel who would be assigned by the proposer. Qualifications of the key personnel will be measured on projects like those described in this RFP. Emphasis will be placed on qualifications for the supervisory actuary assigned to perform the detailed work.	20
d. Workplan This refers to Section 5 of the format prescribed for the proposal in SECTION II, PROPOSAL SUBMISSION.	15
e. Analysis and Reports This refers to examples of completed contractor work for public employee pension plans.	<u>25</u>
	100

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2. Interview Evaluation Criteria

The Evaluation Committee will evaluate the interviews based on the following criteria.

- a. Ability to communicate technical concepts to groups without backgrounds.

50

- b. Experience of staff in providing actuarial services to similar sized entities.

50

100

Clarification of Offers

An evaluation committee will evaluate the proposals from information on hand and will also ask questions to clarify information from Offerors as required. A composite rating will be developed which indicates the Offeror's collective ranking of the highest rated proposals in a descending order.

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement contact or the proposal evaluation committee are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement contact or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

Oral Presentations

The Evaluation Committee may afford one (1) or more of the top three (3) ranked Offerors an opportunity to make oral presentations to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. Key personnel listed in the proposal are required to attend the interview.

Best and Final Offer

When deemed in the best interest of the City, and upon conclusion of any oral presentations and/or negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).

Note: Offerors are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City of Rockville reserves the right to reject any and all proposals and to accept the proposal the City considers most advantageous. All proposals will become the property of the City.

SECTION IV

Request for Proposal

Performance Period

A. Term of Agreement and Project Deadlines

The initial term of the Agreement is for five years. The City, may, at its option, extend the Agreement with the same or more limited scope of required services for up to one (1) additional five-year term. Please note that the extension of the Agreement beyond the initial five -year contract will also be contingent upon funding approval by the Mayor and Council. The valuation and other reports are due in accordance with the schedule below.

Deliverables and due dates for 1 st five-year contract term	
Task	Due Date
FY 2019 pension valuation report	November 1, 2017
FY 2018 and 2019 OPEB valuation report	November 1, 2017
FY 2020 pension valuation report	November 1, 2018
FY 2021 pension valuation report	November 1, 2019
FY 2020 and 2021 OPEB report	November 1, 2019
FY 2015-FY 2017 Experience Study	November 1, 2019
FY 2022 pension valuation report	November 1, 2020
FY 2023 pension valuation report	November 1, 2021
FY 2022 and 2023 OPEB report	November 1, 2021

The City may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If such change causes any increase or decrease in the firm's cost of performance, an adjustment will be made in contract price, or in time allowed for performance, or both, and a written memorandum of such adjustment shall be made. Any claims by the firm for such an adjustment must be made in writing prior to proceeding with the service for which an adjustment is requested. Nothing in this clause shall excuse the firm from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

B. Project Staff and Administrative Controls

The Contractor will carry out this assignment under the direction of the Executive Secretary of ROCKERS. Although there will be continuous liaison with the Contractor, the Executive Secretary will meet at least annually with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise, at the Contractors cost.

ROCKERS will, throughout the Contract Term, and any renewal term, have the right to reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If ROCKERS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

SECTION V

Request for Proposal

Attachments

Attachment A: Fee Proposal

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR FIRM'S PROPOSAL SUBMITTAL

Insert your firm's proposed hourly rates for services beginning summer of 2017, 1st report due by November 1, 2017 through November 1, of 2021. The rates should be inclusive of all cost incurred by the Contractor such as travel and other miscellaneous expenses. The hourly rates must be fully burdened to include all cost for all overhead, benefits, profit etc.

FY 2019 Pension Valuation Report

CONTRACT YEAR 1 – FY 2019 Pension Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

CONTRACT YEAR 2 – FY 2020 Pension Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

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CONTRACT YEAR 3 – FY 2021 Pension Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

CONTRACT YEAR 4 – FY 2022 Pension Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

CONTRACT YEAR 5 – FY 2023 Pension Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

Pension Valuation Reports**FIRM FIXED PRICE TOTAL - YEARS 1 THROUGH 5**

\$ _____

NAME OF PROPOSER _____

OPEB Valuation Reports

Insert your firm's proposed hourly rates for OPEB valuation Reports beginning 2017 through 2021. The rates should be inclusive of all cost incurred by the Contractor such as travel and other miscellaneous expenses. The hourly rates must be fully burdened to include all cost for all overhead, benefits, profit etc.

CONTRACT YEAR 1 – FY 2018 and FY 2019 OPEB Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

CONTRACT YEAR 3 – FY 2020 and FY 2021 OPEB Valuation

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

CONTRACT YEAR 5 – FY 2022 and FY 2023

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

OPEB Valuation Reports**FIRM FIXED PRICE TOTAL - YEARS 1 THROUGH 5**

\$ _____

EXPERIENCE STUDY

Insert your firm's proposed hourly rates to conduct a Pension Experience Study for years FY 2015-FY 2017. The rates should be inclusive of all cost incurred by the Contractor such as travel and other miscellaneous expenses. The hourly rates must be fully burdened to include all cost for all overhead, benefits, profit etc.

CONTRACT YEAR – 3 Pension Experience Study

LABOR CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED TOTAL
Partner			
Manager			
Senior			
Staff			
Other (specify)			
TOTAL FIRM FIXED PRICE			

The RFP contemplates one Experience study within the 5-year contract term, if an additional Experience study is requested by the Board, please provide a fixed price to do an additional study.

Fixed Price fee for an additional Experience Study: _____

NAME OF PROPOSER _____

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

Indicate the all-inclusive fully burdened hourly rate for the various levels of professional staff (i.e., Partners, Senior Managers, Managers, Staff and Others as specified).

Labor Classification	Hourly Rate
Partner	
Manager	
Senior	
Staff	
Other (specify)	

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the City's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Name and Title of Person

Authorized to Sign Proposal: _____

Signature: _____

Date: _____

Corporate Attestation or SEAL *here*

Signature: _____

Date: _____

(Corporate officer other than above)

Name and Title of Person

Attesting to Authorized Signature: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the Offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The Offerors signature must conform to the following:

Where the Offeror is a corporation, a corporate seal is required.

Where the Offeror is a partnership, at least one general partner must sign.

Where the Offeror is a sole proprietor, the owner of the company must sign.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

Please note, that it is the respondent's responsibility to check the City' website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number/Date: _____

Amendment Number/Date: _____

Amendment Number/Date: _____

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT B)
A F F I D A V I T**I hereby affirm that:**

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from

contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ **Date** _____

RETURN THIS FORM WITH PROPOSAL

NAME OF PROPOSER _____

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT C)
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

10.2012

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

10.2012

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B"; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through **<TERM/ OR COMPLETION DATE>**

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City’s express written consent which may be withheld in the City’s sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor’s employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE_____
City ClerkBy: _____
City Manager

ATTEST

<CONTRACTOR NAME>

By: _____ (Seal)

Print or Type Name_____
Print or Type Name_____
Print or Type Title_____
Print or Type Title

Approved as to form and legality:

City Attorney

(ATTACHMENT E)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



**CITY OF ROCKVILLE
 MARYLAND
 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
 (PROPOSAL 10.2012)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.
10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10.2012

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT E)**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN**

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.
- Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.
17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

COMPREHENSIVE ACTUARIAL AND CONSULTING SERVICES

(ATTACHMENT E)**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN**

professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.
28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

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Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof

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other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's

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employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.